

**BEFORE THE STATE BOARD OF MEDIATION
STATE OF MISSOURI**

MISCELLANEOUS DRIVERS, HELPERS)	
& PUBLIC EMPLOYEES UNION, LOCAL)	
NO. 610, INTERNATIONAL BROTHERHOOD)	
OF TEAMSTERS,)	
)	
Petitioner,)	
)	
vs.)	Public Case No. 81-024
)	
RIVERVIEW GARDENS SCHOOL DISTRICT,)	
ST. LOUIS, MISSOURI,)	
)	
Respondent.)	

JURISDICTIONAL STATEMENT

This case appears before the State Board of Mediation upon the Miscellaneous Drivers, Helpers & Public Employees Union, Local 610, affiliated with International Brotherhood of Teamsters, filing a petition for certification as public employee representative of certain employees of the Riverview Gardens School District. On January 20, 1982 a hearing was held in St. Louis County, Missouri, at which representatives of the Petitioner and Respondent were present. The case was heard by State Board of Mediation Chairman Mary Gant, Employer Member Herbert Shaw, and Employee Member Joseph Cointin. An additional hearing was held on May 27, 1982 in St. Louis County, Missouri, at which the representative of Respondent was also present, but excused himself from participation in the hearing before the investigation began. At this second hearing Board Chairman Gant was commissioned by Employee Member Cointin and Employer Member Shaw to receive additional testimony. The State Board of Mediation is authorized to hear and decide issues concerning appropriate bargaining unit determinations by Section 105.525, RSMo 1979.

At the hearings the parties were given full opportunity to present evidence. The Board, after a careful review of the evidence, sets forth the following findings of fact and conclusions of law.

FINDINGS OF FACT

The Riverview Gardens School District (Respondent) operates a transportation program designed to transport it's 3,500 students to and from athletic events and extra curricular activities. To operate the transportation program the district employs three regular full-time drivers, twenty-two regular part-time drivers, and four substitute drivers. The supervisor of transportation is the person responsible for the hiring, supervision, and disciplining of these employees. All the bus drivers work out of the district transportation building, where the buses are located.

The three regular full-time employees work from 7:00 a.m. to 4:00 p.m. with one hour for lunch. They continue to work on days when snow forces the closing of school, and during the summer months. Two of the three regular full-time drivers are known as Garage Helper/Drivers. Besides driving a regular school bus run, their duties include general maintenance of the buses such as minor repairs, checking the oil, filling the gas tanks, lube jobs, and washing the buses. The other regular full-time driver is known as the Mechanic/Driver. His duties include driving the school buses as well as the heavier mechanics such as overhauling motors.

The twenty-two regular part-time bus drivers work a total of four hours per day. Their hours are 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. These drivers only work when school is in session and do not work when school is cancelled. Only a few part-time drivers work during the summer. The part-time drivers drive students to and from school on an assigned regular school bus route.

The four substitute drivers work when a regular part-time driver fails to show up for work. The substitutes are under no obligation to work when asked and the school

district is under no obligation to "call in" the substitutes on its list. The duties of a substitute driver are the same as the regular part-time drivers.

CONCLUSIONS OF LAW

Local No. 610 has petitioned to be certified as public employee representative for all regular full-time bus drivers, regular part-time bus drivers, and substitute bus drivers. The school district of Riverview Gardens objects to this unit contending the unit should include twenty-two regular part-time drivers, but not the regular full-time bus drivers and the four substitute drivers. The issue before the Board is whether the full-time drivers, part-time drivers, and substitute drivers together constitute an appropriate bargaining unit. An appropriate unit is defined by Section 105.500(1), RSMo 1978 as:

"a unit of employees at any plant or installation or in a craft or in a function of a public body which establishes a clear and identifiable community of interest among the employees concerned,"

Although Missouri statutory law does not provide further guidelines for determining what constitutes a "clear and identifiable community of interest," the Board has consistently looked to a number of factors in determining whether employees have such a community of interest. Service Employees International Union, Local 96 AFL-CIO v. City of Blue Springs, Missouri, Public Case No. 79-031 (SBM 1980). The factors applicable in this case include the similarity of work performed, amount of contact and interchange among employees, and whether there is common supervision. Another factor in determining community of interest questions is the danger of over fragmentation of bargaining units, Service Employees International Union Local 50 v. City of Springfield, Public Case No. 79-013 (SBM 1979).

The evidence shows that regular full-time bus drivers and regular part-time bus drivers share a sufficient community of interest to be placed in the same bargaining unit.

The two groups perform similar types of work. Although the regular full-time bus drivers perform maintenance on the buses, they are still required to drive on regular

school runs as are the regular part-time bus drivers. Each group has a strong interest in the operation of an efficient transportation system. The fact that the regular part-time drivers work fewer hours than the regular full-time drivers is not a decisive factor in determining the appropriateness of a bargaining unit as there is a similarity of interest among employees in the proposed unit, Communication Workers of America v. Pike County Memorial Hospital, Public Case No. 76-009 (SBM 1976).

The regular full-time and regular part-time bus drivers report to work at the same time and operate out of the same facility, illustrative of the fact that there is considerable contact and interchange among these employees. The two groups also share common supervision, as both are directly supervised by the supervisor of Transportation.

In addition to similarity of work performed, amount of contact and interchange, and whether there is common supervision, the Board is also concerned here with overfragmenting a bargaining unit. It is the position of the Board that employees who possess skill and duties not shared by other employees will require separate representation only when it is necessary to protect their right to effective bargaining, Service Employees v. City of Springfield, supra. In the case at bar, separating the three regular full-time drivers from the part-time drivers is not necessary to protect their right to effective bargaining. Indeed, separating these full time drivers from the unit would achieve no purpose except to lessen their strength at the bargaining table.

We exclude the substitute bus drivers from the bargaining unit of regular full-time and regular part-time drivers. The substitutes are under no commitment to report to work when asked and the school district is under no commitment to "call in" the substitutes on its list and, in fact, often goes beyond the list to find substitutes. Under these circumstances we cannot find a sufficient community of interest between the regular bus drivers and substitute bus drivers to include them in the bargaining unit.

DECISION

It is the decision of the State Board of Mediation that an appropriate unit of employees is as follows:

"All regular full-time and regular part-time bus drivers of the Riverview Gardens School District; excluding supervisors, and all other employees of the Riverview Gardens School District."

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the Chairman of the State Board of Mediation, or a designated agent thereof, among the employees in the unit found appropriate, as early as possible, but no later than sixty (60) days from the date below. The exact time and place will be set forth in the Notice of Election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period immediately proceeding the date below, including employees who did not work during that period because of vacation or illness. Ineligible to vote are those employees who resigned or were discharged for cause since the designated payroll period and who have not been rehired or reinstated before the election date. Those eligible to vote shall vote whether or not they desire to be represented for the purpose of exclusive representation by Petitioner, Miscellaneous Drivers, Helpers & Public Employees Union, Local No. 610, affiliated with International Brotherhood of Teamsters.

It is hereby ordered that the Respondent shall submit to the Chairman of the State Board of Mediation, as well as to the Petitioner, within fourteen (14) days from the date of receipt of this decision, an alphabetical list of the names and addresses of employees in the unit determined to be appropriate who were employed during the designated payroll period.

Signed this 21st day of June, 1982.

STATE BOARD OF MEDIATION

(S E A L)

/s/ Mary L. Gant
Mary L. Gant, Chairman

/s/ Joseph Cointin
Joseph Cointin, Employee Member

/s/ Herbert Shaw
Herbert Shaw, Employer Member